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7 **UNITED STATES DISTRICT COURT**
8 **WESTERN DISTRICT OF WASHINGTON**
9 **AT TACOMA**

10 AGCS MARINE INSURANCE COMPANY and
11 WEATHERFORD ARTIFICIAL LIFT SYSTEMS,
12 LLC,

13 Plaintiffs,

14 v.

15 M/V IMABARI LOGGER (IMO No. 9663855),

16 Defendant.

IN ADMIRALTY

No.

VERIFIED COMPLAINT

17 Plaintiffs AGCS Marine Insurance Company (“AGCS”) and Weatherford Artificial
18 Lift Systems, LLC (“Weatherford”), by and through undersigned counsel, file this Verified
19 Complaint against Defendant M/V IMABARI LOGGER, *in rem*, and allege as follows:

20 **JURISDICTION AND VENUE**

21 1. Subject matter jurisdiction is based upon admiralty and maritime jurisdiction
22 pursuant to 28 U.S.C. § 1333 and is brought under Rule C of the Supplemental Rules for
23 Admiralty or Maritime Claims and Asset Forfeiture Actions (hereinafter “Supplemental
Admiralty Rules”). This is an admiralty and maritime case within the meaning of Rule 9(h) of

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No. _____

{29876-00808879;1}

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1 the Federal Rules of Civil Procedure, arising from transportation by ocean of cargo to the
2 United States in foreign trade.

3 2. Venue is proper in the United States District for the Western District of
4 Washington because the M/V IMABARI LOGGER is located in the judicial district at the Port
5 of Longview, Washington.

6 **PARTIES**

7 3. Plaintiff AGCS Marine Insurance Company is an insurance corporation
8 incorporated under the laws of the State of Illinois with a principal place of business in
9 Chicago, Illinois.

10 4. Plaintiff Weatherford Artificial Lift Systems, LLC is a Delaware limited
11 liability company with a principal place of business in Houston, Texas.

12 5. Defendant M/V IMABARI LOGGER is a 23,452 gross tonnage bulk carrier,
13 built in 2014, IMO No. 9663855.

14 **FACTS**

15 6. On or about January 18, 2022, the M/V IMABARI LOGGER accepted a
16 shipment of Model 1100 and 1150 Rotaflex pumping units, used for oil production, in good
17 order and condition to be shipped aboard Voyage IMLO57, from Tianjin, China to Everett,
18 Washington under a contract of carriage.

19 7. On or about January 31, 2022, Weatherford was notified by email that
20 seventeen (17) Rotaflex pumping units had fallen overboard. A true and correct copy of the
21 email is attached as Exhibit A. Subsequent communications, surveys and investigation
22 revealed that a total of twenty six (26) pumping units were lost and not delivered and other
23 pumping units were in damaged condition at the time of delivery by Defendant. The loss of

1 and damage to the pumping units was a violation of the contract of carriage and/or the Vessel's
2 duty to safeguard and care for the cargo.

3 8. Plaintiffs currently estimate their losses from the aforementioned incident to be
4 \$5.9 million, inclusive of miscellaneous expenses, plus interest and costs.

5 9. AGCS made a \$2.3 million payment to Weatherford in partial settlement of an
6 insurance claim. AGCS is a partially-subrogated insurer and is authorized to take all necessary
7 and lawful steps to protect and pursue recovery rights in the name of, and on behalf of,
8 Weatherford. A true and correct copy of the Subrogation Receipt is attached hereto as Exhibit
9 B.

10 10. Plaintiffs have demanded that Defendant provide a letter of undertaking as
11 security for - claims arising from the aforementioned incident, but Defendant has declined
12 those requests to date.

13 **REQUEST FOR RULE C ARREST AND**
14 **ISSUANCE OF WARRANT OF ARREST**

15 11. Plaintiffs re-allege and incorporate the foregoing allegations as if fully set forth
16 herein.

17 12. As a result of the M/V IMABARI LOGGER's failure to deliver the 26 Model
18 1100 and 1150 Rotaflex pumping units reported to be lost overboard, , and its failure to deliver
19 other pumping units in the same good order and condition as when received at the port of
20 loading, Plaintiffs have a valid maritime lien in contract and/or tort against the Vessel in an
21 amount no less than \$5.9 million.

22 13. Accordingly, Plaintiffs seek to arrest the M/V IMABARI LOGGER pursuant
23 to Rule C of the Supplemental Admiralty Rules to enforce their maritime liens unless and until

adequate substitute security is posted by Defendant and/or as otherwise ordered by this Court.

14. The Vessel is presently within the United States District for the Western District of Washington alongside at the Port of Longview, WA.

15. Exigent circumstances exist under Local Admiralty Rule 116 for the clerk to issue a Warrant for Arrest of the M/V IMABARI LOGGER with or without review by a judicial officer because the Vessel is expected to depart the Port of Longview and leave the Western District of Washington on or before April 7, 2022.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray as follows:

1. That this Court enter a Warrant for Arrest for the M/V IMABARI LOGGER, *in rem*, pursuant to Supplemental Admiralty Rule C to enforce Plaintiffs' maritime lien unless and until adequate substitute security is posted by Defendant and/or as otherwise ordered by this Court.

2. That the Court issue the aforementioned Warrant with or without review by a judicial officer because exigent circumstances exist in accordance with Local Admiralty Rule 116.

3. That this Court award Plaintiffs their attorney's fees and costs of this action; and

4. That this Court grant Plaintiffs such other and further relief which it may deem just and proper.

DATED: April 5, 2022

LE GROS BUCHANAN & PAUL

s/ Eric R. McVittie

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